



Dated: January 08, 2010

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A handwritten signature of George B. Nielsen, Jr. is written over a horizontal line.

GEORGE B. NIELSEN, JR
U.S. Bankruptcy Judge

Attorneys for Movant

UNITED STATES BANKRUPTCY COURT
DISTRICT OF ARIZONA

In re:

NICOLAS ZIZO and MARIANNE A. ZIZO
Debtors.

Chapter 7

No: 2-09-bk-24760-GBN

WELLS FARGO FINANCIAL ARIZONA,
INC.,

Movant,

v.

NICOLAS ZIZO and MARIANNE A. ZIZO
and CONSTANTINO FLORES, Trustee,

Respondent.

**ORDER FOR RELIEF FROM THE
AUTOMATIC STAY**

This matter coming before this Court pursuant to the Motion of Secured Creditor, WELLS FARGO FINANCIAL ARIZONA, INC., to lift the automatic stay with respect to the Estate and to the Debtors' interest in the real property described in the Note and Deed of Trust attached to Motion; respectively; that the Debtors have defaulted in their post-petition installment payments and cause exists for lifting the automatic stay; that the Debtors have been unable to afford Movant adequate protection for its interest in said property; that there is no equity in said property for the bankruptcy estate, and that Movant should be permitted to foreclose its lien upon said property.

1 IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Automatic Stay
2 provided by 11 U.S.C. § 362 and any injunction arising under 11 U.S.C. § 524 are lifted and
3 vacated with respect to both the Estate and the Debtors' interest in the property described, to wit:

4 LOT 438, OF BRANDYWINE VI, ACCORDING TO
5 THE PLAT OF RECORD IN THE OFFICE OF THE
6 COUNTY RECORDER OF MARICOPA COUNTY,
7 ARIZONA, RECORDED IN BOOK 251 OF MAPS,
8 PAGE 22.

9 IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Movant may
10 contact the Debtors by telephone or written correspondence regarding a potential Forbearance
11 Agreement, Loan Modification, Refinance Agreement, or other Loan Workout/Loss Mitigation
12 Agreement, and may enter into such agreement with Debtors. However, Movant may not
13 enforce, or threaten to enforce, any personal liability against Debtors if Debtors' personal liability
14 is discharged in this bankruptcy case.

15 IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that this Order shall
16 remain in effect in any bankruptcy chapter to which the Debtors may convert.

17 DATED this _____ day of _____, 2009.

18 UNITED STATES BANKRUPTCY JUDGE

19 **COPY** of the foregoing mailed
20 this 1st day of December, 2009, to:

21 NICOLAS ZIZO
22 MARIANNE A. ZIZO
23 16257 N. 60th Avenue
24 Glendale, AZ 85306

25 GARY R. STICKELL
26 301 E. Bethany Home Rd., Suite B100
27 Phoenix, AZ 85012

28 CONSTANTINO FLORES
P.O. Box 511
Phoenix, AZ 85001-0511

s/ Jeanette Chavez